

# Exhibit 3

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Viral DRM LLC*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

VIRAL DRM LLC

CASE NO.: 3:24-cv-00733-JSC

Plaintiff,

## **DECLARATION OF REED TIMMER**

V.

ANTON SHUBSTORSKY,

**Defendant.**

I, Reed Timmer, declare and say:

1. I am an extreme weather videographer and cinematographer. The copyrighted work at issue in this case is an extreme weather video I filmed and created.

2. I understand that as the original author of my work I own the exclusive rights in my films and videographic works, and that those exclusive rights are the rights to: (1) reproduce the work in copies, (2) create derivative works, (3) distribute copies of the work by sale, (4) perform the work publicly, and (5) display individual images of my works.

3. I have an agreement with Viral DRM, LLC (“Viral DRM”), which Viral DRM has the rights to display, store, transmit, and distribute my works. I retain the exclusive right to license copies of the works at issue in this case.

4. The agreement with Viral DRM contains the following terms:

1       1. Grant of Exclusive Agency Rights. Content Creator hereby grants to  
2 VDRM the exclusive agency rights to manage and administer any content  
3 submitted by Content Creator to VDRM (the “Works”), including but not  
4 limited to the right to search for copyright infringements of the Works, to  
5 register copyrights for the Works with the United States Copyright Office;  
6 to authorize VDRM’s attorneys to negotiate settlements, issue takedown  
7 notices pursuant to the Digital Millennium Copyright Act or otherwise file  
8 claims on behalf of the Content Creator in an effort to enforce the  
9 copyrights in and to the Works; Content Creator grants VDRM exclusive  
10 agency rights to display, store, transmit, and distribute Works as needed to  
11 fulfill obligations set forth in this agreement.

12       3. Ownership Rights. All copyright and ownership rights in the Works  
13 remain the sole and exclusive property of the Content Creator. The Client  
14 hereby grants Viral DRM a non-exclusive, worldwide rights to display,  
15 store, and transmit any copyrighted works owned or managed by the  
16 Client solely for the purposes of performing services under this  
17 Agreement. This license includes the right to publicly display, store,  
18 transmit or make the works available for viewing, downloading, or  
19 streaming by authorized users as required to fulfill Viral DRM’s  
20 obligations.

21       5. I understood that by granting “exclusive agency rights to manage and administer” my  
22 content to Viral DRM “in an effort to enforce the copyrights in and to the Works,” and by granting  
23 “exclusive agency rights to display, store, transmit, and distribute Works as needed to fulfill [Viral  
24 DRM’s] obligations,” that I was granting Viral DRM, on an exclusive basis, the rights Viral DRM  
25 needed in order to register my copyright in the work at issue, bring lawsuits on behalf of me for  
26 infringement of my copyright in the work at issue, and negotiate settlements on my behalf for the  
27 work at issue.

28       6. I also understood that my agreement with Viral DRM and the exclusive rights granted  
29 Viral DRM would not conflict with the exclusive rights I retained to license and distribute copies of  
30 the work at issue in this case.

31       7. If this court determines that the rights I granted in the agreement with Viral DRM  
32 were insufficient to give Viral DRM standing then I agree to either be added as a plaintiff in this  
33 case or to be substituted in place of Viral DRM as the plaintiff in this case.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on January 15, 2025 at Lexington OK  
City

Reed Timmer



**SRIPLAW**  
CALIFORNIA ♦ GEORGIA ♦ FLORIDA ♦ INDIANA ♦ TENNESSEE ♦ NEW YORK